

## **PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** ("this Contract") is between the State of Indiana acting by and through the **Office** of the Indiana Attorney General (hereinafter the "State") and Map Muse, Inc., whose address is 11328 14<sup>th</sup> Street NW, Washington, DC 20005 (hereinafter "Contractor").

**1. Duties of Contractor.** Contractor shall create and maintain the Indiana Criminal Alert Network. Contractor shall **perform** the duties as outlined in Exhibit A, attached hereto and incorporated herein.

**2. Consideration.** Contractor shall **be** paid the sum of eighteen thousand six hundred dollars (\$18,600.00) as a one time set up fee and for the first year of maintenance. Each remaining year Contractor shall be paid the sum of twelve thousand dollars (\$12,000.00) for maintenance. Total remuneration under this Contract shall not exceed **forty-two** thousand six hundred dollars (\$42,600.00). Contractor shall submit yearly invoices to the State showing with particularity the date and description of the services rendered. All payments shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

**3. Term.** This Contract shall begin on January 31, 2005 and end on January 31, 2008.

**4. Access to Records.** Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this contract. Contractor shall make such materials available at its offices at all reasonable times during the contract period, and for five (5) years **from** the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be **furnished** at no cost to the State if requested.

**5. Assignment; Successors.** Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

**6. Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

**7. Authority to Bind Contractor.** Notwithstanding **anything** in the contract to the contrary, the signatory for the Contractor represents that **he/she** has been duly authorized to execute contracts on behalf of the Contractor designated above and has obtained all necessary or applicable approvals from the home office of the Contractor to make this

contract **fully** binding upon the Contractor when **his/her** signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

**8. Changes in Work.** The Contractor shall not commence any **additional** work or change the scope of work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

**9. Compliance with Laws.**

A. The Contractor agrees to comply **with** all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its **principal(s)** is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and **currently** due to the State of Indiana may be withheld **from** payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied **and/or** this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately **notify** the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of

Administration (**IDOA**) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, **as** well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Contract and denial of further work with the State.

G. The Contractor hereby **affirms** that it is properly registered and owes no outstanding **reports** to the Indiana Secretary of State.

H. Contractor agrees that the State may **confirm**, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor **from** contracting with the State in the **future**, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

**10. Condition of Payment.** All **services** provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

**11. Ownership of Documents and Materials.** All documents, records, programs, data, **film**, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, **immediate**, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

**12. Confidentiality of State Information.** The Contractor understands and agrees that **data**, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that **data**, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior **written** consent of the State.

**13. Conflict of Interest.**

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"**Commission**" means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of **Indiana**.

C. The State will not exercise its right of cancellation under section B, above, if the Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an **affirmative** obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

**14. Debarment and Suspension.** The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for **debarment**, declared ineligible, or voluntarily excluded from entering into this Contract by any **federal** agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an **officer**, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor also further certifies that it has verified the suspension and debarment **status** for all sub-contractors receiving funds under this

Contract and is solely responsible for any **paybacks** and or penalties that might arise from non-compliance.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and **terminate** this Contract and collect all monies due up to and including the date of termination.

**16. Disputes.** Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately **to resolve such disputes**. **Time** is of the essence in the resolution of disputes.

A. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not **affected** by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) **working** days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) **working** days after receipt of the Commissioner's decision, a **written** appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an **Indiana** court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract **will** not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**17. Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a **drug-free** workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual

notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of this certification *may* result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities **with** the State for up to three (3) years.

In addition to the provisions of the above **paragraphs**, if the total contract amount set forth in this Contract is in excess of **\$25,000.00**, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This **certification** is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of **\$25,000.00**. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been **fully** executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement **notifying** them that the **unlawful** manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and **specifying** the actions that will be **taken** against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available **drug** counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be **imposed** upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) **notify** the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice **from** an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within **thirty** (30) days **after** receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking

appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a **drug-free** workplace through the implementation of subparagraphs (A) through (E) above.

**18. Force Majeure.** ~~In~~ the event that either party is unable to **perform** any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party **and shall do everything possible** to resume performance. Upon receipt of such notice, all **obligations under** this Contract **shall be immediately** suspended. If the period of **nonperformance** exceeds ~~thirty~~ (30) days from the receipt of notice of the Force Majeure Event, the party whose **ability to perform** has not been so **affected** may, by giving **written** notice, terminate this Contract.

**19. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, **this** Contract shall be canceled. A determination by the Budget Director that **funds are** not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**20. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**21. Indemnification.** Contractor agrees to indemnify, defend, and hold **harmless the** State and its agents, officials, and employees **from** all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor **and/or** its subcontractors, if any. The State will not provide such indemnification to the Contractor.

**22. Independent Contractor.** Both parties hereto, in the **performance** of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

### **23. Insurance.**

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result **from** this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per **occurrence**.
- 3) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

- 1) Any deductible or **self-insured** retention **amount** or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be **limited** by the insurance required in this contract.
- 3) The insurance required in this Contract, through a **policy** or endorsement, shall include a provision that the **policy** and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. The Contractor shall **furnish** a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

**24. Licensing Standards.** The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If **licensure**, certification or accreditation expires or is revoked, the



Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

**25. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by **all** necessary parties.

**26. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**27. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:  
Brent Embrey  
Office of the Attorney General  
302 W. Washington Street, IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to:  
Map Muse, Inc.  
1328 14<sup>th</sup> Street NW  
Washington, DC 20005

**28. Payments.** All payment obligations shall be made in arrears in accordance with Indiana law, in part, IC 4-13-2-20 and state fiscal policies and procedures.

**29. Penalties/Interest/Attorney's Fees.** The State **will** in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

**30. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose

of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**31. Severability.** The invalidity of any section, subsection, clause or provision of this Contract **shall** not **affect** the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**32. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**33. Taxes.** The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**34. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State **will** not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**35. Termination for Default.** With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to:**

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this **Contract** or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

**A.** If the State **terminates** this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services **similar** to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

**B.** The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of

the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold **from** these amounts any **sum** the State determines to be necessary to protect the State against loss because of outstanding liens or **claims** of former lien holders.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**36. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**37. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied **with the work product** of or **the working** relationship with those individuals assigned to work **on this** Contract, the State **may** request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

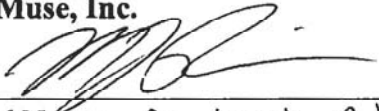
### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that **he/she** is the Contractor, or that **he/she** is the properly authorized representative, agent, member or officer of the Contractor, that **he/she** has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that **he/she** has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

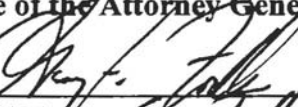
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In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

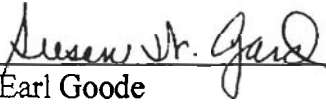
**Map Muse, Inc.**

By:   
Printed Name: Michael Pilon  
Title: President  
Date: April 12, 2005

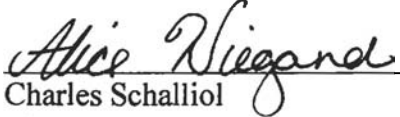
**Office of the Attorney General:**

By:   
Printed Name: Greg Latta  
Title: Chief Deputy  
Date: 4/19/05

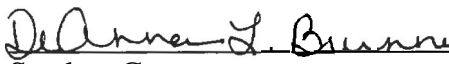
**Department of Administration**

 (for)  
Earl Goode  
Commissioner  
Date: 4-19-05

**State Budget Agency**

 (for)  
Charles Schalliol  
Director  
Date: 4/22/2005

**Approved as to Form and Legality:  
Office of the Attorney General**

 (for)  
Stephen Carter  
Attorney General  
Date: 4/28/05

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## **Indiana Attorney General's Criminal Alert Network (CAN)**

### **Overview:**

- Vendor system shall include an **email** registration and notification system that is hosted by the vendor. **Notification** data will be **linked** to the Indiana **Sheriffs'** Association Database or the **Indiana CJIS** database.
- Vendor will provide a public **web** site to allow viewing of offender information as specified by AGO.
- Vendor system will **provide** a mechanism for internal mapping and verification applications. This system will be hosted by the vendor and linked to the Indiana Sheriffs' Association application to communicate adds, edits, and deletes of the State **Sex Offender Database**. Vendor will provide a **suggested** linking specification for accomplishing **this** task.
- **Vendor** will support Sex Offender Mapping and Notification application on behalf of the AGO. This will be accomplished in a manner acceptable to AGO.

### **Map Search:**

- The mapping system shall include an interactive geographical information system (**GIS**) that includes street maps, day care centers, and other possible datasets, as they are available.
- The GIS shall be provided as a web service or thin client so that the AGO does not need to maintain a local GIS system.
- The GIS **will** provide mapping of the offender's residences, school addresses, **and/or** places of employment as listed by the Indiana Sheriffs Association or **CJIS** databases, and will allow for historic storage of addresses previously used by the offender.
- The system shall **allow** users the ability to search for offenders within a geographic area by defining a radius from any point on the map.
- The maps will indicate with an icon the location of **sex** offenders, **daycare** centers, major landmarks, and the ability to utilize information from any other **dataset** available and **pertinent**.

- The icons used for the above locations will have scroll over information imbedded in the map.
- **Results of a query will be displayed as** a list as well as **icons** on a **map**. **Right clicking a name** listed on the list or in the **map** will result in the **offenders records being** displayed from the Sex Offender database.
- The mapping application shall allow the user to control the view with layering controls and zooming.
- The **system** shall provide the ability to geo-code a given address for proper placement on the **map**. **Non geo-codable addresses will** be listed as **such** and vendor will provide a **service to improve the geo-code after receiving** the address by the Sheriffs Association.
- The user shall be able to search for an offender by specified **fields** of the offender record and have the search results displayed as icons on a map.
- The user shall be able to enter an address and a radial **range** and have all sexual **offenders** listed as an icon on a single map.
- Systems will also provide for a verification history and reminder file that will allow **users to view** history of verification of offender addresses and receive reminders when new verifications are upcoming.

#### E-mail Notification:

- The **AGO's** online registry will **allow** the public to register to receive **email notices** on **those** offenders currently registered as sexual offenders as well as any new offenders moving within the State of Indiana where the offender's residence is within a reasonably specified radius of an address **registered** by the public.
- The system will capture the citizen's name, address, and **email** address at a minimum.
- The system will allow citizen's to opt-in to receive further Safety Updates and correspondence from the AGO, in a manner suitable to the **AGO**.
- The system shall provide an unsubscribe mechanism.
- When a citizen registers on the **AGO's website** a registration verification **email** shall automatically be sent to the citizen immediately upon registration to verify their registration.
- Within 24 hours of registration a notification **email** will be sent to registrants listing all offenders within the specified radius of the registered address or indicating that there are no offenders currently within that radius. This notification

**email** will also provide an option for the AGO to include approved safety tips to the public.

- Links in the verification **email** shall point back to the originating **website**, to the page with AGO designated CAN public page.
- Each time an offender moves to a new address or a **new** offender is **registered**, vendor will provide an update notification **email** to registrants with 24 hours of receiving data.
- Offender data to be used for this notification **email** service will be linked to the **Indiana** Sheriffs' Association database in a manner acceptable to AGO and **Sheriff's** Association.
- Vendor will support registered e-mail **notification** recipients. Registrants will be directed to contact the vendor for technical assistance and any non-technical matters will be passed to the AGO. This will be accomplished in a manner acceptable to AGO.

## **Web Publication**

- The vendor shall provide and host a publicly accessible web site where users may **search for offenders by name** (or portion of **name**), by alias, by hair **color**, by gender, by race, by age (with confidence levels), by height (with confidence levels), by **scar-mark-tattoo**, by county, **and/or** by city.
- The public user shall be able to search for an offender and have the address associated with the resulting search list displayed as icons on a map so they can **assess** the geographic proximity of the offender to their **area**.
- The public user shall be able to enter an address and have all sexual offenders within a specified proximity of that address listed as a labeled icon on a map. In addition, there will be a list of offender records associated with the icons displayed. Selecting an offender record will result in that offender's record to be retrieved from the database and displayed. **From** this page the public user will be able to see a map surrounding the offender's home residence. Zooming and scanning (**North**, **South**, **East**, and **West**) functionality will remain in tact.
- Vendor shall support the public web site and be available for questions and comments from the community as well as the local Sheriffs officials via the AGO. This will be accomplished in a manner acceptable to AGO.
- The Mapping and Search web pages will contain the same look and feel as the AGO **website**. The result web pages will be able to contain the same look and feel as the Indiana

Sheriffs' Association's web page or AGO website as specified by AGO at a **later date**.

## Development

### System Security Requirements

1. The system shall permit multi-user access to the mapping and ~~notification~~ applications via user name and password.
2. User levels will be designated as administrator, **read/write**, and read only levels.

### System Integration.

1. The system's user interface shall be provided to the AGO **via** a thin client application at the discretion of the user via a link ~~from~~ the sex offender web based application. The vendor will be responsible for all installations and updates of the thin client.
2. The system shall provide an electronic mechanism to import updated records ~~from~~ the sex offender database as they are created or updated.

- Support.

1. ~~The~~ vendor shall assist the AGO in user training at least once a year.
2. The vendor will provide Management Reporting capabilities capturing, at a minimum, daily and monthly hit volumes and trends.
3. The vendor shall provide a user manual for the Internal **mapping and verification application**.
4. The Internal mapping and verification system shall include online help facilities.
5. The vendor shall provide ~~email~~ support, and telephone support during business hours (9-5 Indianapolis Time) to the AGO.
6. The vendor shall provide robust, redundant, and reliable hosting facilities that are monitored 24X7X365.
7. The vendor shall maintain and update the address data files and maps used in the GIS system at a minimum of quarterly.

- Hosting Facilities.

1. The vendor shall contract hosting facilities, including all hardware and network services for the **Internal** mapping and verification system as well as the public web site.



2. **As a minimum, the hosting facility shall** have Internet **connectivity** through a 10MBS link.
3. The **facility** shall **have** basic disaster recovery, fire, and **power** protection.
4. The vendor shall describe the hosting facilities and procedures used to support the system including, but not limited to:
  - a) Internet Connectivity
  - b) Fire Walls and **Access** Control
  - c) Load Balancing
  - d) Web Servers
  - e) Application Servers
  - f) Mail Servers
  - g) DNS Servers
  - h) Other routers, switches, and network devices
  - i) System Management, Alarms, and Monitoring
  - j) Data Storage and Backup
  - k) Power Controls
  - l) **Facilities**, Environment, Physical Security

## **Licensing**

Enterprise Licensing: Unlimited seats for the Internal mapping, verification **system**, and all other **necessary software** or hardware applications for the AGO and expandable at AGO request.

## **Reporting**

Provide weekly and monthly reports on traffic, unique hits, and site volume specific to the web pages deployed, and percent of time server is actually sustained.